

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

T.C. #: SPB07-1351J
Title: AGRICULTURAL CHEMICALS
This is a non-exclusive contract.

CONTRACT TERM	FROM	March 1, 2007	CONTRACT STATUS	NEW (XXX)
	TO	February 29, 2008		RENEW ()
VENDOR ADDRESS	UAP Distribution 6618 South 12th Street Huntley MT 59037		ORDER ADDRESS	See Section 4.6 Ordering Information
ATTN:	Jim Gordon		ATTN:	
PHONE:	(406) 855-6292		PHONE:	
FAX:	(406) 348-2005		FAX:	
E-MAIL:	jim.gordon@uap.com		E-MAIL:	

PRICES: Per Contract

DELIVERY: All ordered products are to be delivered as soon as possible but no later than one week ARO.

F.O.B.: Destination

TERMS: Net 30 Days

REMARKS:

IFB/RFP No.:

SPB07-1351J

BONNY BELLING, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

AGRICULTURAL CHEMICALS
SPB07-1351J

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and UAP Distribution, (hereinafter referred to as the "Contractor"), whose address and phone number are 6618 South 12th Street, Huntley MT 59037 and (406) 855-6292.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on March 1, 2007, (or upon contract execution) and terminate on February 29, 2008, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

3. COST/PRICE ADJUSTMENTS

3.1 Price Increases Negotiated Based on Changes in Contractor's Costs. Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3.2 Price Reductions. Price reductions will be accepted throughout the term of the contract. The Contractor shall reduce the contract price of any product initially provided or added by at least the same percentage as any manufacturer's or distributor's dealer price reduction. The intent of this requirement is to insure that the State maintains a competitive price relative to the market price throughout the term of the contract and thereby insure utilization of this agreement for the benefit of both the State and the Contractor.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the agricultural chemicals listed in Attachment A on an as-needed basis.

4.1 Product Add-On/Deletion Procedure. New products within the intent of the term contract and the product line may be added throughout the term of the contract. Obsolete, discontinued, or products no longer required by the State may be removed from the term contract.

The Contractor or user agency may propose new products or deletions by sending a letter with a listing of the product(s) to be added or deleted and applicable new product specification/performance information to the State's liaison listed in Section 15.

4.2 Substitutions. The Contractor will not make substitutions for items ordered without documented authorization from the user agency. Substitutions are required to meet all original specifications. Substitutions received that do not meet or exceed required specifications will be returned at the Contractor's expense.

It will be the responsibility of the Contractor to prove equal quality or proper substitution of any alternative

products offered by furnishing detailed specifications and, if necessary, a sample of the product for evaluation.

4.3 Shelf-Life. Any products offered with an applicable shelf-life must be date-stamped. Dated products must have an average or normal shelf-life expectancy of at least one year. Materials with more than one year dating shall be returned at the Contractor's expense.

4.4 Returned Goods Policy. The following returned goods policy detailing authorization procedures for return of unopened containers, damaged goods, unauthorized substitutions, etc. will be used. Authorized return of goods **will not** be subject to any re-stocking fees.

Returned goods policy/procedures: Product returns will be accepted in unopened cases and containers - in salable and undamaged. Credit will be issued to customer. Must be in reasonable time, 60 days from delivery.

4.5 Ordering Procedures. Agencies shall order directly from the Contractor. Agencies shall use the following ordering procedures. The State reserves the right to change these ordering procedures as needed.

- Orders may be placed by telephone, fax, mail or e-mail/website during normal weekday working hours. The term contract number, SPB07-1351J, must appear on all orders.
- If orders are placed by telephone, they must be followed by a mailed or faxed purchase order or other appropriate order document.

4.6 Ordering Information.

Name of contact person (s): (#1) Jim Gordon (#2) Zac Wald

Order Telephone Number: (#1) (406) 855-6292 (#2) 800-735-8248

Is the Order Telephone Number listed above toll-free?: Yes #2 No #1

If a toll free number is not available, will collect calls be accepted? Yes No #1

Order Address: UAP Distribution

Attn: Jim Gordon

6618 South 12th Street

Huntley MT 59037

Order FAX Number: (406) 259-8618

E-mail Address and/or Website where orders may be placed: jim.gordon@uap.com

Indicate any special ordering procedures: Please specify labels and MSDS be sent with product.

5. DELIVERY

5.1 Delivery Date. All ordered products are to be delivered as soon as possible but no later than one week after receipt of order from the user agency. Failure to meet the one week delivery schedule may result in cancellation of the order and/or the contract.

If the Contractor is unable to meet the maximum delivery schedule of one week, the user agency must be notified and an alternate delivery schedule may be mutually agreed upon. Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.

5.2 Rush/Emergency Orders. If the user agency requests an order to be RUSH or EMERGENCY, the prepaid transportation charges will be documented, invoiced and payable by the user agency.

5.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the user agency's location. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate. The Contractor shall provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the Occupational Safety and Health Administration, Department of Labor's occupational and Safety Standards, 29 CFR 1910, the Employee and Community Hazardous Chemical Information Act, sections 50-78-101 through 50-78-4032, Montana Code Annotated;
- Deliver the shipment in good order and condition to the point of delivery specified by the user agency;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the user agency at the delivery point specified. Lost and/or damaged goods must be replaced by the Contractor, at no cost to the State, within seven days of notification;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

5.4 COD Shipments. The State will not accept COD shipments.

5.5 Minimum Orders. The minimum order for prepaid shipment to user agencies throughout the State of Montana is \$100. Orders of \$100 or more will be shipped F.O.B. destination and no additional freight charges will be allowed. The minimum order requirement includes backorders shipped at a later time.

A contractor who cannot meet orders due to backorder issues and who assesses freight charges when shipping backorders will have the contract terminated and could be suspended from conducting business with any State of Montana agency by the State Procurement Bureau.

Orders of less than \$100 will be shipped via the best and least expensive way, within the allotted delivery time frame. Actual shipping charges are to be added to the invoice as a separate line item. No additional charges will be allowed.

6. CONSIDERATION/PAYMENT

6.1 Payment Schedule. In consideration for the agricultural chemicals to be provided, the State shall pay according to the following schedule:

The Contractor will submit an original and two copies of each invoice directly to each individual agency ordering agricultural chemicals. The ordering agency will pay within 30 days of receipt of a properly executed invoice. The term contract number, SPB07-1351J, must appear on all invoices, shipping and packing labels and correspondence.

6.2 Accounts. The Contractor must establish accounts for each user agency. Failure to do so will be sufficient grounds for contract cancellation.

6.3 Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

6.4 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

7.2 Retention Period. The Contractor agrees to create and retain records supporting the purchase of agricultural chemicals for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

8 NONEXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Nonexclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

9. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

10. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. The first report for this term contract will be due on June 1, 2007.

Each report shall contain the chemical description as listed in the contract, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. Only those chemicals provided on the contract should be listed on the usage report.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

11. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written

consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

12. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

13. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

14.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

<u>Bonny Belling</u>	will be the liaison for the State.
(Address):	State Procurement Bureau Room 165 Mitchell Building 125 North Roberts Street PO Box 200135
(City, State, ZIP):	Helena MT 59620-0135
Telephone:	(406) 444-3322
Fax:	(406) 444-2529
E-mail:	bbelling@mt.gov

c Jim Gordon _____ will be the liaison for the Contractor.
(Address): UAP Distribution
6618 South 12th Street
(City, State, ZIP): Huntley MT 59037
Telephone: (406) 855-6292
Fax: (406) 348-2005
E-mail: jim.gordon@uap.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

20. SCOPE, AMENDMENT, AND INTERPRETATION

20.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, IFB # SPB07-1351J, as amended and the Contractor's IFB response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

20.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

21. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**State Procurement Bureau
State of Montana
PO Box 200135
Helena MT 59620-0135**

**UAP Distribution
6618 South 12th Street
Huntley MT 59037
FEDERAL ID # 04-3769161**

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

ATTACHMENT A

AGRICULTURAL CHEMICALS PRICING SCHEDULE

1.	ALLY 60 DF: 8 Ounces ESTIMATED USE: 16 OZ		
	BRAND: <u>Ally XP</u>	OZ	\$ 21.75
2.	AMINE 2-4-D: 5 Gallon Container ESTIMATED USE: 272.5 GAL		
	BRAND: <u>Platoon</u>	GAL	\$ 9.64
3.	AMINE 2-4-D: 30 Gallon Container ESTIMATED USE: 510 GAL		
	BRAND: <u>Platoon</u>	GAL	\$ 9.44
4.	ARSENAL: 2.5 Gallon Container/2 Case ESTIMATED USE: 45 GAL		
	BRAND: <u>Polaris</u>	GAL	\$ 208.00
5.	CURTAIL: 2.5 Gallon Container ESTIMATED USE: 70 GAL		
	BRAND: <u>Curtail</u>	GAL	\$ 34.50
6.	DICAMBA: 2.5 Gallon Container/2 Case ESTIMATED USE: 22.5 GAL		
	BRAND: <u>Rifle</u>	GAL	\$ 41.85
7.	DIURON 4L: 2.5 Gallon Container/2 Case ESTIMATED USE: 400 GAL		
	BRAND: <u>Diuron 4L</u>	GAL	\$ 12.94
8.	ESCORT: 16 OZ Container ESTIMATED USE: 16 OZ		
	BRAND: <u>Escort XP</u>	OZ	\$ 12.25
9.	FOAMBUST 20: 1 Gallon Container ESTIMATED USE: 91 GAL		
	BRAND: <u>Fighter-F 10</u>	GAL	\$ 20.48

10.	FOREFRONT: 2.5 Gallon Container ESTIMATED USE: 70 GAL		
	BRAND: <u>Forefront R&P</u>	GAL	\$ 45.00
11.	GARLON 3A: 2.5 Gallon Container/2 Case ESTIMATED USE: Unknown		
	BRAND: <u>Garlon 3A</u>	GAL	\$ 65.20
12.	GLYPHOSATE (MUST HAVE ROADSIDE LABEL AND TURF LABEL): 2.5 Gallon Container/2 Case ESTIMATED USE: 215 GAL		
	BRAND: <u>Razor Pro</u>	GAL	\$ 12.21
13.	GRAMOXONE: 2.5 Gallon Container ESTIMATED USE: 2.5 GAL		
	BRAND: <u>Gramoxone Inteon</u>	GAL	\$ 27.94
14.	HI-DEP: 30 Gallon Drum ESTIMATED USE: 600 GAL		
	BRAND: <u>Hi-Dep</u>	GAL	\$ 16.39
15.	HI-DEP: 2.5 Gallon Container/2 Case ESTIMATED USE: 12.5 GAL		
	BRAND: <u>Hi-Dep</u>	GAL	\$ 16.84
16.	HI-LITE DYE BLUE: 2.5 Gallon Container/2 Case ESTIMATED USE: 3 GAL		
	BRAND: <u>Hi-Light</u>	GAL	\$ 31.60
17.	KROVAR I DF: 6 LB Container ESTIMATED USE: 546 LB		
	BRAND: <u>Krovar I DF</u>	LB	\$ 9.56
18.	METHOLATED SEED OIL: 2.5 Gallon Container/2 Case ESTIMATED USE: 15 GAL		
	BRAND: <u>MSO Concentrate</u>	GAL	\$ 9.10
19.	MILESTONE: 2.5 Gallon Container/2 Case ESTIMATED USE: Unknown		
	BRAND: <u>Milestone</u>	GAL	\$ 284.95

20.	OVERDRIVE: 7.5 LB container/4 Case ESTIMATED USE: Unknown		
	BRAND: <u>Overdrive</u>	LB	\$ 36.50
21.	PAYLOAD DF: 1 LB Container ESTIMATED USE: Unknown		
	BRAND: <u>Payload</u>	LB	\$ 79.00
22.	PENDULUM AQUA CAP: 2.5 Gallon Container/2 Case ESTIMATED USE: Unknown		
	BRAND: <u>Pendulum AquaCap</u>	GAL	\$ 40.95
23.	PLATEAU: 1 Gallon Container ESTIMATED USE: 4 GAL		
	BRAND: <u>Plateau</u>	GAL	\$ 277.00
24.	PRAMITOL 5PS: Granular, 25 LB Bag ESTIMATED USE: 300 LB		
	BRAND: <u>Pramitol 5PS</u>	LB	\$ 2.06
25.	QUEST: 2.5 Gallon Container ESTIMATED USE: 5 GAL		
	BRAND: <u>Choice Weather Master</u>	GAL	\$ 12.50
26.	R-11: Non-Ionic, 1 Gallon Container ESTIMATED USE: 153 GAL		
	BRAND: <u>Spreader 90</u>	GAL	\$ 8.95
27.	RAXIL MD EXTRA: 2.5 Gallon Container/2 Case ESTIMATED USE: Unknown		
	BRAND: <u>Raxil MD Extra</u>	GAL	\$ 65.25
28.	REDEEM R&P: 2.5 Gallon Container ESTIMATED USE: 5 GAL		
	BRAND: <u>Redeem R&P</u>	GAL	\$ 88.25
29.	RODEO: 2.5 Gallon Container ESTIMATED USE: 20 GAL		
	BRAND: <u>Aqua Neat</u>	GAL	\$ 18.40

30.	SAHARA: 10 LB ESTIMATED USE: 1,160 LB		
	BRAND: <u>Sahara DG</u>	LB	\$ 8.35
31.	SEVIN 5 BAIT: 50 LB Bag ESTIMATED USE: 100 LB		
	BRAND: <u>Carbaryl Bait</u>	LB	\$.98
32.	SYL-TAC SURFACTANT: 2.5 Gallon Container ESTIMATED USE: Unknown		
	BRAND: <u>Phase</u>	GAL	\$ 26.50
33.	TELAR: 16 OZ ESTIMATED USE: 408 OZ		
	BRAND: <u>Telar XP</u>	OZ	\$ 14.49
34.	TRANSLINE: 2.5 Gallon Container ESTIMATED USE: 13 GAL		
	BRAND: <u>Clean Slate</u>	GAL	\$ 267.50
35.	SURFLAN: 2.5 Gallon Container/2 Case ESTIMATED USE: 3 GAL		
	BRAND: <u>Oryzalin 4 Pro</u>	GAL	\$ 57.50
36.	TORDON 22k: 2.5 Gallon Container/2 Case ESTIMATED USE: 465 GAL		
	BRAND: <u>Tordon 22K</u>	GAL	\$ 78.56
37.	VISTA: 2.5 Gallon Container/2 Case ESTIMATED USE: 35 GAL		
	BRAND: <u>Vista</u>	GAL	\$ 79.95